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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**  
:  
v. :  
:  
LOUIS MARCH : Mag. No. 07-6035

I, Sean Quinn, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

From in or about February 2007 to in or about March 2007, at Newark, in the District of New Jersey, and elsewhere, defendant

LOUIS MARCH

did knowingly and willfully attempt to obstruct, delay, and affect interstate commerce by extortion under color of official right, by soliciting and accepting corrupt payments that were paid by another, with his consent, in violation of Title 18, United States Code, Section 1951(a) and 2.

I further state that I am a Special Agent with the Federal Bureau of Investigation and that this Complaint is based on the following facts:

SEE ATTACHMENT A

Continued on the attached pages and made a part hereof.

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SEAN QUINN, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

March \_\_, 2007, at Newark, New Jersey

HONORABLE RONALD J. HEDGES  
UNITED STATES MAGISTRATE JUDGE

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Signature of Judicial Officer

ATTACHMENT A

I, Sean Quinn, a Special Agent of the Federal Bureau of Investigation ("FBI"), having conducted an investigation, having spoken with other law enforcement agents, and having reviewed reports, other documents, and recordings, am aware of the following facts:

1. Defendant LOUIS MARCH is a Municipal Court Clerk employed by the City of Newark and has held that position at all times relevant to this Complaint.

2. At all times relevant to this Complaint, a law enforcement officer acting in an undercover capacity ("UC") held himself out as the boyfriend of an individual ("the individual"), who resided in New York, who possessed a criminal record, and who sought clearance from the United States Department of Homeland Security in order to work at LaGuardia Airport in New York.

3. On or about March 2, 2007, defendant LOUIS MARCH met the UC and another individual ("the second individual") at a restaurant in Manhattan, New York. During that meeting, defendant LOUIS MARCH discussed a document that he previously had produced for the individual to assist her in clearing the background security check. In or around February 2007, defendant LOUIS MARCH gave the second individual the document, which bore a raised official seal of the "Municipal Courts of New Jersey - Newark Municipal Court" and which stated, in substance and in part, that "the official court record indicates" that a drug charge pending against the individual was dismissed. Defendant LOUIS MARCH informed the UC, in substance and in part, that the individual should "show the letter" as proof that the individual was cleared of the crime charged.

4. At the March 2<sup>nd</sup> meeting, defendant LOUIS MARCH further instructed the UC that the individual needed to appear in court and enter not guilty pleas on the individual's other outstanding warrants before defendant LOUIS MARCH could assist her further with clearing those charges. In that regard, defendant LOUIS MARCH indicated to the UC that he "checked on it" and that the individual should not worry about being arrested before appearing for the Court date. Defendant MARCH further advised that he might have to make a call to Homeland Security on the individual's behalf to assist in clearing her security check.

5. During the March 2<sup>nd</sup> meeting, defendant LOUIS MARCH obtained from the UC \$1,000 in cash, in exchange for his official assistance in aiding the individual in clearing the security background check. Defendant MARCH acknowledged already receiving earlier cash payments totaling \$1,000 for his official

assistance. Defendant MARCH further advised that the UC and the individual needed to pay him an additional \$2,000 for his continued official assistance with the matter. This meeting was video and audio-taped recorded by the UC.

6. On or about March 5, 2007, defendant LOUIS MARCH met again met with the UC and the second individual. This meeting took place at a restaurant in Newark, New Jersey. At this meeting, defendant LOUIS MARCH reiterated to the UC, in substance and in part, that he would handle telephone calls with "Homeland Security" "if there's a problem." Defendant MARCH also explained to the UC that he was using his position to expedite the individual's security clearance. Defendant MARCH stated, in substance and in part, that he was prioritizing his assistance on the individual's behalf by putting the individual "in front of a whole lot of people" and that it can typically take other individuals "four to five months" to obtain documents clearing them. At the conclusion of the meeting, defendant LOUIS MARCH accepted from the UC \$2,000 in cash, which represented the balance of the payment defendant MARCH demanded for using his official influence to help eradicate the individual's criminal record. This meeting was also consensually recorded with audio and video recording devices.